



Solicitation Number REBUILD 2015-RFP

REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGEMENT

INSTRUCTIONS FOR PREPARATION
AND SUBMISSION OF PROPOSALS

REBUILD Northwest Florida, Inc.
150 West Maxwell Street
Pensacola, FL 32501

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IDENTIFIER DATA

Solicitation Number: **REBUILD 2015 RFP**

Solicitation Type: Request for Proposals (RFP) for Construction Management Services

Date Issued: August 31, 2015

Issuing Entity: REBUILD Northwest Florida, Inc.
150 West Maxwell Street
Pensacola, FL 32501

PURPOSE & BACKGROUND OF THE REQUEST FOR PROPOSAL

PURPOSE:

The purpose of this Request for Proposal (RFP) is to identify potential Contractors to provide REBUILD Northwest Florida, Inc. with Construction Management services for its residential wind retrofit program.

BACKGROUND:

Rebuild Northwest Florida, Inc. (REBUILD), is a not for profit corporation that assists citizens of Escambia and Santa Rosa Counties to repair their single family detached housing. REBUILD's mission is to strengthen housing to better resist future high wind events that will occur in Escambia and Santa Rosa Counties. REBUILD will be providing such residential wind retrofit services in Escambia and Santa Rosa Counties.

In October of 2007, REBUILD implemented its one-of-a-kind, award-winning Residential Wind Retrofit Program that serves all economic classes. This successful program is made possible through funding made available by FEMA through the Florida Department of Emergency Management (FDEM) for both Escambia and Santa Rosa Counties. The goal of this program is to wind retrofit pre-2002 residential structures located in Escambia and Santa Rosa Counties to provide resistance to hurricane force winds of at least 130 mph wind speed, using ASCE 7-05 with 3 second gusts for Building Category II, Exposure C and 150 miles per hour wind speed using ASCE 7-10, in both instances with 3 second gusts, for Building Category II, Exposure C.

ADMINISTRATIVE REQUIREMENTS

For the purposes of this solicitation, the words Respondent, Proposer, Bidder, and Contractor are used interchangeably and mean a person(s) or firm(s) submitting a response to this solicitation.

Acceptance of Proposals: Proposals will only be accepted from responsible and responsive Respondents. All proposals must be received by the date and time specified in the timetable for this solicitation. No proposals will be accepted by fax or by email. Proposals not received at the specified place by the specified date and time will be rejected. REBUILD has the right to reject any and all proposals when it would be in Rebuild's best interest.

Where to Submit the Proposal: Responses to this Request for Proposals must be submitted in a sealed envelope to:

REBUILD Northwest Florida, Inc.
ATTN: Ms. Sandra Woodbery, Chief Operations Officer
150 West Maxwell Street
Pensacola, FL 32501

Please mark on the envelope containing your response in LARGE LETTERS:

SEALED RESPONSE - DO NOT OPEN
REQUEST FOR PROPOSAL # REBUILD 2015 RFP
Request for Proposals (RFP) for Construction Management Services

Schedule of Events and Deadlines: *The following schedule shows the due dates:*

Advertisement of the RFP	August 31 – September 11, 2015
Mandatory Letter of Intent Due RSVP to Mandatory Pre-Bid Conference	September 14, 2015 @ 12:00pm CST
Deadline for Proposers to Submit Written Questions	September 15, 2015 @ 5:00pm CST
Mandatory Pre-Bid Conference	September 17, 2015 @ 9:00am CST
Written answers to questions provided to each potential Bidder	September 21, 2015
Mandatory Closing Date for Receipt of Proposals	October 5, 2015 @ 5:00pm CST
Opening of Proposals	October 6, 2015 @ 9:00am CST REBUILD Northwest Florida 150 West Maxwell Street Pensacola, FL 32501
Distribution of Proposals to the Evaluation Committee	October 7, 2015
Evaluation Committee Meeting	October 14, 2015 @ 11:00am CST REBUILD Northwest Florida 150 West Maxwell Street Pensacola, FL 32501

Official Notification/Award	October 16, 2015
Anticipated Contract Award:	October 30, 2015

REBUILD will issue the final decision by posting the award notice at 150 W. Maxwell Street, Pensacola, FL, 32501, as well as on REBUILD's internet website – www.rebuildnwf.org. The award notice shall also be provided in writing by US Mail, and email to each Proposer providing an e-mail address. The award notice shall be written and contain the following information.

- (1) RFP solicitation title;
- (2) The dates specified for the receipt of proposals under this RFP;
- (3) The contact person for the RFP for Proposer to request additional information;
- (4) The name(s) and address of Proposer(s) to which REBUILD intends to award this RFP.

REBUILD has the right to prepare a list of Respondents which are in the competitive range to do oral and/or field presentations. If REBUILD exercises this right, the list will be posted within 24 hours after it has been determined and the time of Notice of Intent to Award may be delayed accordingly. Respondents requested to provide presentations and/or interviews will be notified separately.

If all members of the Evaluation Committee are unable to attend any or all of such presentations and/or interviews, notes will be taken at any such presentation and/or interview. Thereafter, when the Evaluation Committee convenes any member may consider the notes from any such presentation and/or interview at the Committee member's sole discretion.

REBUILD reserves the right to revise the solicitation schedule provided above. Changes to the schedule will be posted at the REBUILD offices, on REBUILD's internet website (www.rebuildnwf.org) and will be emailed to each Respondent who provides a Letter of Intent and a valid email address.

It is the Respondent's responsibility to make sure that its proposal is delivered on time at the place stated above. REBUILD will not accept proposals or other filings submitted by telephone, telegraph, e-mail, or fax. REBUILD will not accept proposals received after the exact time and date specified above.

Number of Copies of Proposal to Submit: Submit six (6) copies of each proposal, including a single transmittal letter signed by an individual authorized to bind the Proposer. Each copy is to be bound individually, and one counterpart of the transmittal letter must contain an original signature.

Contact Person: The REBUILD contact person for Proposers is:

Sandra Woodbery, Chief Operations Officer
REBUILD Northwest Florida, Inc.
150 West Maxwell Street
Pensacola, FL 32501
Phone: (850) 497-7024
Fax: (850) 497-7310
E-Mail: swoodbery@rebuildnwf.org

Other than as provided for in this proposal, any inappropriate contact with a member of the REBUILD Board of Trustees or officer, staff or advisors of REBUILD regarding this proposal between the time of advertisement until the time of the Notice of Intent to Award, may be grounds for disqualification from the process.

Questions: No verbal questions will be accepted. Written questions should be directed by letter, email, or fax to the attention of Robin Neumayer (neumayer@rebuildnwf.org) until the date stated in the Schedule for Deadline for Submission of Written Questions. Only written questions submitted as set forth in the

timetable will be addressed. Responses to written questions timely received by REBUILD will be distributed to all Respondents, via email (if a valid email address is received) and/or U.S. Mail, who provided a Letter of Intent. REBUILD is not responsible for any delay or impact as a result of when a Proposer receives this information. INFORMATION WILL NOT BE AVAILABLE BY PHONE. Any information received through oral communication is not binding and cannot be relied on by a Proposer.

Letter of Intent to Submit a Proposal: The Letter of Intent is mandatory and all communications from REBUILD will be directed to the contact person identified in the Letter of Intent. The Letter of Intent must be received by the deadline date noted in the Schedule of Events and Deadlines identified above. The letter of Intent must have a valid e-mail address for the contact person.

Acceptable methods of delivery for the Letter of Intent include U.S. Mail, email or fax. It is the responder's responsibility to ensure successful deliver of the Letter of Intent.

Bidder's Conference: Responders must attend the mandatory Bidder's conference and must RSVP by the deadline noted in the Schedule of Events and Deadlines identified above. The number of attendees for a single responder could be limited to two seats. If accommodations for all RSVP responders cannot be made possible due to conference space restrictions, a second Bidder's Conference will be scheduled. Information received through oral communication is not binding and should not be relied upon. A written summary of the Bidder's Conference will be provided to the contact person identified in the Respondents' Letter of Intent.

Accommodation of Disability: If an accommodation is needed for a disability in order to participate in this solicitation, please contact the individual named above as REBUILD's Contact Person.

Change or Withdrawal of Proposal: A Respondent may make a change to a proposal but the change request must be received by the Closing Date for Receipt of Proposals. A Respondent may not change its proposal after the Closing Date for Receipt of Proposals, except when requested by the Respondent and approved by REBUILD.

Proposals may be withdrawn, by written or email notice, within 72 hours after the date and time of proposal opening, provided that the Respondent provides proof of the impossibility to perform based upon an obvious error on the part of the Respondent.

Number of Awards: REBUILD reserves the right to issue one or more contracts, or no contracts, whatever is most advantageous to the on-going operations of REBUILD.

IMPORTANT Notice to Prospective Bidders: Companies agree to be bound by the terms of the federally funded agreement between Rebuild Northwest Florida, Inc. (REBUILD) and the Florida Division of Emergency Management (FDEM). Companies further agree that they are bound by all applicable state and federal laws and regulations, and shall hold FDEM and REBUILD harmless against all claims of whatever nature arising out of their performance of work under the contract to the extent allowed and required by law. A sample copy of a representative federally funded agreement between FDEM and REBUILD will be provided upon request.

Obligation to Pay: REBUILD's performance and obligation to pay under this proposed Agreement is contingent upon and subject to the condition precedent of continued funding being provided by the Florida Division of Emergency Management and the Federal Emergency Management Agency for residential wind retrofits.

Contract Period: The contract period shall be for an underdetermined time, commencing on the contract date of execution, unless otherwise determined by REBUILD and subject to the decisions and limitations placed upon the work by the governmental authority providing the funding.

Type of Contract Contemplated: A fixed fee contract is proposed; however, REBUILD reserves the right to award another type of contract if it would be more advantageous to REBUILD and its funders.

Reporting Requirements: The contract will include specific fiscal and program reporting requirements. Anyone receiving an award under this RFP must comply with REBUILD's program reporting standards and all legal requirements for fiscal audit and recordkeeping.

Insurance: The Contractor(s) selected under this RFP shall maintain, for the life of the contract, Workers' Compensation Insurance for all of its employees connected with this contract. The insurance must comply with the Florida Workers' Compensation Law. The Contractor(s) selected as a result of this RFP must also maintain, for the life of the contract, a minimum of \$1,000,000 General Liability insurance coverage and a minimum of \$500,000 Auto Insurance Liability insurance coverage that names REBUILD as an additional insured. The Contractor's current certificates of insurance shall contain a provision that the insurance will not be canceled or modified for any reason unless REBUILD is first given thirty days written notice .

Conflict of Interest: Respondents shall disclose with their response the name of any owner, officer, director, employee or agent who is also a REBUILD employee, a REBUILD Board of Trustee member, is in any way associated with either of the Contractors presently providing construction management services for REBUILD or is in any way affiliated with a manufacturer which provides materials used in the REBUILD program. Respondents shall also disclose the name of any REBUILD employee, REBUILD Board of Trustee member, anyone associated with either of the Contractors presently providing construction management services for REBUILD, or anyone who is in any way affiliated with a manufacturer which provides materials used in the REBUILD program, who owns, directly or indirectly, any interest in the Respondent or affiliates. The Respondent warrants that it and all of its principals have no conflict of interest with the performance of services required hereunder. They also promise not to acquire anything which would create a conflict of interest.

Laws and Permits: Respondents must comply with all local, state, and federal laws, rules, regulations, and codes whenever program work is being performed. All permits and licenses required for this contract shall be obtained by the Contractor and maintained for the duration of the contract. REBUILD will not pay for the cost of licenses and permits for general company operations. However, if awarded the contract, REBUILD will reimburse for the actual cost of all required building permits and filing fees for completing approved construction projects.

Subcontractors: The Respondent shall not sell, sublet, assign or transfer any of its rights, duties, or obligations under the Contract without prior written consent of REBUILD. Once a Respondent's proposal has been selected for award, the Respondent will as part of the contracting process be required to provide a list of all Subcontractor(s) to be used to establish a list of approved Subcontractors. Should a Respondent contract with or utilize a Subcontractor whose work requires special expertise such that licensing or certification is required under Florida Statutes in order to carry out the task, Respondent has the responsibility to provide documented proof of the Subcontractors license or certification necessary to carry out the task. REBUILD must be immediately notified when there are any changes (either deletions or additions) made to the established list of approved Subcontractors.

Rights to Data and Copyright: Writings, publications, films, technical reports, equipment, computer software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are (1) specified to be delivered under this project contract, or (2) developed or produced and paid for in whole or in part by these contract funds, except as may otherwise be provided in the contract, become the property of REBUILD.

If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in any wise connected herewith, the Respondent shall refer the discovery of inventions to REBUILD to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.

If the Respondent owns a pre-existing patent or copyright which it will use to perform the services under the contract, the Respondent retains all rights and entitlements to that pre-existing patent or copyright unless the contract provides otherwise.

Within 30 days of execution of the contract, the Respondent shall disclose all intellectual properties relevant to the performance of this contract which it knows or should know could give rise to a patent or copyright. The Respondent shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. REBUILD shall then have the right to all patents and copyrights which occur during performance of the contract.

Cost of Preparing Proposal: The Respondent must pay all costs for preparing a response to this RFP. REBUILD will not reimburse Respondents for any expenses incurred in preparing a response to this RFP or for any other effort undertaken in relation to this RFP.

Ownership of Materials/Public Records: All responses to competitive solicitations may be treated as if public records.

QUALIFICATIONS AND SCOPE

REBUILD Northwest Florida, Inc. is requesting proposals from qualified Respondents that will assist REBUILD to undertake hardening of single family detached housing in Escambia and/or Santa Rosa Counties. Specifically, REBUILD seeks the services of construction management professional(s) to provide, to the satisfaction of REBUILD, all services necessary and required for supervision, management, coordination and compliance relating to the residential wind retrofit construction projects in Escambia and/or Santa Rosa Counties. REBUILD presently has 2 construction management firms under contract performing such services.

QUALIFICATIONS

1. Must be a general, building or residential Contractor licensed under Section 489.111, Florida Statutes at the time of providing the proposal to REBUILD;
2. Must be an EPA Certified Firm that has EPA Certified Contractors authorized to work on pre-1978 homes testing positive for lead (40CFR Part 745.89) prior to contract execution;
3. Must successfully undergo the required criminal background check protocol and drug screening; and
4. Must have adequate financial resources to perform the contract. (The determination as to adequate financial resources will be at the sole discretion of Rebuild.)

ANTICIPATED CONTRACT PERIOD

The contract period shall be for an undetermined time, commencing on the contract date of execution, unless otherwise determined by REBUILD and subject to the decisions and limitations placed upon the work by the governmental authority providing the funding.

SCOPE OF WORK

The potential work items on a single project are as follows:

1. Opening Protection – Shutters (Includes Gable End Vent Shuttering)
2. Opening Protection – Retrofits/Replacements (Includes Egress & Garage Doors, & Skylights)
3. Roof Deck Fastening (Includes Deck Adhesive Application)
4. Gable End Bracing (Includes Gable End Sheathing)
5. Roof-to-Wall Connections (Includes Porch Post Retrofits and Replacements)

The construction management services will include the following specific services and all other construction management services reasonably necessary or desirable to promote the orderly and efficient construction administration and management of the projects, and which will assist REBUILD in exercising its rights and performing its duties under the Hurricane Mitigation Grant Program (HMGP) Contracts and any other cash match grant contract(s) awarded during the life of its residential wind retrofit program.

SPECIFIC SERVICES

1. Assist REBUILD in establishing and maintaining a network of qualified, licensed, and skilled Contractors, subcontractors, and/or employee crews and a list of approved products to cost effectively complete projects, including without limitation:
 - a. Post public advertisements to hire needed subcontractors
 - b. Negotiate and report all unit prices that are subject to REBUILD's approval
 - c. Draft, sign, and execute subcontractor contracts that are subject to REBUILD's approval
 - d. Verify and monitor Contractor's and subcontractor's license/insurance/contract compliance
 - e. Identify all hired project staffs' qualifications, certifications, licenses, and/or specialized training and work experience
 - f. Ensure all Contractors, subcontractors and/or workers onsite have successfully undergone required criminal background check protocol and drug screening

- g. Identify product list, identify product costs, and obtain and/or verify product approvals
2. Assist REBUILD in evaluating and monitoring the performance and the progress of the work, including without limitation:
 - a. Oversee and report on crew/Contractors' performance of the work
 - b. Coordinate and monitor progress of work against project schedule
 - c. Coordinate and monitor progress of work against budget
 - d. Monitor crew/Contractors' compliance with contract requirements
 - e. Monitor crew/Contractors' compliance with legal and environmental requirements
 - f. Obtain all required permits and approvals for the projects
 - g. Monitor site cleanliness, OSHA compliance, and crew/Contractors' compliance with environmental performance commitments
 - h. Monitor and verify legal status of employees on site
 - i. Guard REBUILD against defects in the work and problems on site
 - j. Track insurance certificates and maintain insurance certificate records
 - k. Review insurance coverage for compliance with Contractors' contract requirements
 - l. Provide interim and final inspections in connection with the performance of services
 - m. Promptly correct any defective work at no expense to REBUILD or the contract
 - n. Ensure only approved products are installed and that installation follows manufacturer's instructions
 3. Advise REBUILD with respect to crew/Contractors' work performance and coordinate project decisions between REBUILD's Engineer and Construction Management staff including without limitation:
 - a. Advise REBUILD regarding technical, budget, and scheduling issues
 - b. Report project budget variances and progress on a routine basis
 - c. Maintain change order records and negotiate change order costs, both being subject to REBUILD's approval
 - d. Maintain subcontractor records and advise REBUILD on new or replacement sub-Contractors
 4. Assist REBUILD with meetings and communications with Contractors relating to the work including without limitation:
 - a. Hold and document all meetings with Contractors
 - b. Document oral communication and maintain copies of written communication to subcontractors regarding any work performance or payment issues
 - c. Participate with REBUILD in meetings with city and county agencies, and other government agencies, community groups, public meetings, as needed
 5. Assist REBUILD with accurate and timely payments to all Contractors, including without limitation:
 - a. Ensure that Contractor invoices do not exceed any negotiated, approved unit price and the quantity does not exceed the confirmed bid quantities
 - b. Ensure that all reimbursement packages submitted to REBUILD are complete and the total project invoice information is accurate
 - c. Submit a final lien waiver for total direct project costs
 - d. Ensure Contractors provide services during the one (1) year workmanship warranty period and provide homeowners with manufacturer's warranty information on products installed
 6. Provide REBUILD with construction services when self-performing is shown to be more economical:
 - a. Through construction cost analysis self-perform tasks that the Respondent can show is more economical when self-performed

- b. Provide Rebuild two additional bids for any work the Respondent would like to self-perform; in order to show the cost effective nature of self-performance
- c. Provide proof of proper licensing for any work that is self-performed.
- d. Respondent to provide a one (1) year workmanship warranty period and provide homeowners with manufacturer's warranties, for any work that is self-performed.
- e. Continue to monitor prices during self-performed work to ensure self-performing continues to be economical.

PERFORMANCE MEASURES AND CONTRACT PROCESSES

Within 20 days of contract execution, the construction management team must solicit unit bids and establish an approved list of Subcontractors able to complete the proposed weekly volume of completed projects. All Subcontractors' contact information, contract, unit prices, insurance, and license records shall be entered, maintained, and monitored in the REBUILD program database. The REBUILD program database is on a secured server and remote access can be made available to the construction management team.

Upon receipt of project approval, the construction management team will assign the necessary construction tasks to Subcontractors and/or its' employees for measurement and bid confirmation to be submitted within 20 days of the request. REBUILD will request confirmed bid from the construction management team in weekly batches. Neither the Construction Manager nor any Contractors will be paid for costs associated with the confirmed bidding process. Construction management staff will enter all project confirmed bid information into the REBUILD program database to print, sign, and submit the approved bid confirmation sheet.

Upon receipt of a signed Notice of Commencement (NOC) and permit applications, the construction management staff will record the NOC and pull all required permits within 7 days of receipt. All required NOC recording and permit costs will be fully reimbursable under the contract. Any re-inspection or after-the-fact permit costs due to Contractor error will not be reimbursable under the contract. Re-inspection fees associated with homeowner lack of cooperation will be considered for payment and must be negotiated prior to final project billing.

Once the NOC is filed and permits are obtained, the construction management team will coordinate the completion of all approved scope of work items for each project. Projects are to be completed within 30 days of the permit date. Notification must be provided to REBUILD of any project that cannot be completed within 30 days of the NOC. Considerations will be made for homeowner caused delays. The construction management team will strive to address all construction issues raised during the construction phase of the project within 24-72 hours (depending on the complexity of the issue). Construction management staff will enter issue updates and resolutions into the REBUILD program database.

Within 7 days of project completion, the construction management team will perform a final inspection of the work with the homeowner, take required pictures of completed scope items, and have homeowner sign a Certificate of Completion that is printed from the REBUILD program database. Once all Contractors are paid and payment information is entered in the REBUILD program database and the Certificate of Completion is signed, the construction management staff will prepare, assemble, and submit a reimbursement package with invoices to REBUILD for project cost reimbursement and construction management service fee payment. Reimbursement packages will contain copies of all Contractor invoices, receipts for NOC filing and permit fees, all documentation associated with lead based paint regulations, one picture of each completed scope of work item, completed and signed project-related paperwork, a signed lien waiver, and a single project invoice. Required program reimbursement package forms can be generated directly from the REBUILD database. All sub-Contractor invoices must be submitted on standardized invoice forms that have been approved by REBUILD. Required pictures can be submitted electronically through an approved REBUILD transfer process but must be available at the time of reimbursement. REBUILD will review weekly reimbursement packages for completeness and will

process all completed package within 7 days of receipt. Reimbursement checks are routinely issued weekly but are subject to funding availability.

Related Paperwork: Wind mitigation work performed, can in some cases, result in discounts or credits on hurricane insurance premiums for the homeowners whose residence was inspected and/or wind retrofitted. Respondent agrees, by submitting a proposal and being selected pursuant to the RFP, to cooperate fully, if requested to do so by REBUILD, with REBUILD management staff and the homeowner in the signing of documentation and providing required information, to assist said homeowner in obtaining any available discounts.

Production Requirements: Contractors must be able to commence construction within thirty (30) days of notice of award of contract. After ninety (90) days, the construction management team must be able to perform a minimum of 15 completed projects per week.

Compensation: The construction management firm/professional(s) will be compensated by REBUILD solely on the basis of assigned projects that have been completed and accurate/complete reimbursement packages that have been received by REBUILD. REBUILD will pay the construction management firm/professional(s) a fixed amount for each completed project. Project construction management fee invoices are to be submitted with project reimbursement packages. Payments for construction management fees are dependent on the receipt of the required signed Certificate of Completion. If a signed Certificate of Completion cannot be obtained from the homeowner, a signed successful final building department inspection can be used as a substitute and requires a written explanation of the reason the homeowner's signature could not be obtained. Payments will be made at the same time project cost reimbursement payments are made. Construction management service fee payment checks are issued weekly.

PROTEST PROCEDURE

Protests may be made only by Contractors who submitted a response to this solicitation document and who would be eligible to be awarded the contract if the protest is successful. The Contractor must file with the RFP Coordinator a Notice of Intent to Protest the Award Notice. Said Notice of Intent to Protest the Award Notice is a condition precedent to filing any protest. The Notice of Intent to Protest the Award Notice must be received by the RFP Coordinator no later than 5:00 PM, local time, in *Pensacola, Florida* on the third business day following the posting of the Award Notice on REBUILD's website www.rebuildnwf.org. Delivery of the Award Notice shall be considered complete upon posting to the website. Notice of Intent to Protest the Award may be submitted by e-mail or facsimile.

A Contractor protesting this procurement, besides submitting proper Notice of Intent to Protest Award Notice as described above, shall follow the procedures described below. Any protest that does not follow the Notice of Intent to Protest the Award Notice procedure and the following procedures shall be considered non-compliant and a waiver of any rights held by the Contractor to protest the Award Notice or any portion of the solicitation documents. This protest procedure constitutes the sole administrative remedy available to Contractor under this RFP.

Any protest must be in writing, addressed to the RFP Coordinator, signed by the protesting party or an authorized Agent and be submitted along with 4 copies of the protest. The protest must state the RFP number, the ground for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. The written protest must be submitted to the RFP Coordinator within 7 business days after the date of the submission of the Contractor's Notice of Intent to Protest the Award Notice.

Only a protest stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score; or,
- Non-compliance with procedures described in the procurement document.

Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) REBUILD's assessment of its own needs and/or the needs or requirements of others.

Upon receipt of a protest, a protest review will be held by REBUILD. REBUILD's Board Chairman or in his absence the CEO will designate three Board members, who were not part of the original review panel, to serve as the Bid Protest Review Panel to consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest, if successful, would impact the interest of another selected Contractor that submitted a proposal, such Impacted Contractor will be given an opportunity to submit to the RFP Coordinator the Impacted Contractor's views and any relevant information regarding the protest filed by protesting Contractor.

The final determination of the protest shall either:

- Find the protest lacking in merit and uphold REBUILD's action; or
- Find only technical or harmless errors in REBUILD's acquisition process and determine REBUILD to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide REBUILD options which may include:
 - Correcting the errors and re-evaluating all proposals, or
 - Rejecting of all bids and reissuing the solicitation document and begin a new process, or
 - Making other findings and determining other courses of action as appropriate at REBUILD's sole discretion.

If it is determined the protest is without merit, REBUILD will enter into a contract with the Winning Contractor as stated on the Award Notice. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

REBUILD is not responsible for any costs, expenses or fees incurred by the Contractor in submitting a bid or for filing any protest.

There is no obligation on the part of REBUILD to make an award as a result of the RFP process or as part of the bid protest process. REBUILD reserves the right to waive any technicalities or irregularities in the RFP process or the bid protest process and to reject all responses either before, during or after any submission to the RFP or any bid protest being filed.

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GENERAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL

The instructions for this RFP have been designed so that all proposals are reviewed and evaluated consistently. ANY INFORMATION SUBMITTED WHICH VARIES FROM THESE INSTRUCTIONS MAY NOT BE REVIEWED OR EVALUATED AND MAY DECREASE THE SCORE OF THAT SECTION.

The proposal shall consist of the following parts:

Transmittal Letter (limit 1 page): This letter serves to transmit the proposal package. The letter must provide the name, title, address and telephone number of the official contact and an alternate contact. Those individuals shall have the authority to bind the Respondent and shall be available to be contacted by telephone and attend meetings regarding the solicitation. This letter must be signed by the official contact person, who must include documentation of his or her authority to bind the Proposer.

Response Section: The response package shall be prepared by each Respondent using 8.5" x 11" paper. Each Respondent shall limit the Response Section to no more than the page limits specified below. If the page limit for a particular section or subsection is exceeded, the extra pages for that section or subsection may not be reviewed and/or scoring may be reduced. Pages not used for a particular section cannot be added to the page allowance for another section. Any photos, maps, diagrams, charts or other non-text material which provides information about the response shall be included in the page limitation of the response package.

The Response Section package shall contain the following sections, with all pages consecutively numbered:

- A. Introduction: Limit the introduction to no more than two (2) pages. The Respondent shall provide a cover letter in non-technical language to summarize the Respondent's overall expertise, capabilities, and approaches for accomplishing the services specified herein.
- B. Firm Information: (Limit this part to no more than five (5) pages.)
 1. Name and mailing address of the legal entity submitting proposal.
 2. Respondent's telephone and facsimile numbers.
 3. Business Structure (Corporation, Joint Venture, Partnership, LLC); proper incorporation by the Secretary of State and current Florida Professional Registration Certificate for Contractor Certification
 4. Federal Employee Identification (FEID) Number.
 5. Location of the facility where the Respondent will be performing the services if it is awarded the contract from this RFP.
 6. Primary business of the Respondent, total number of employees, and the number of personnel directly engaged in the activities in the proposal.
 7. Financial statements compiled by a Certified Public Accountant for the most recent fiscal year and copies of tax returns for the two most recent years. The Financial Statements should, at a minimum, consist of a Balance Sheet and Statement of Profit and Loss (or Income Statement). The Financial Statements and tax returns are considered an addition to the written submittal and are not included as part of the page limitation.
 8. Describe and explain any litigation, major disputes, contract defaults, and liens in the last 10 years.
 9. Current Certificate of Insurance showing limits required within RFP
- C. References: (Limit this part to no more than three (3) pages.) The Respondent must provide three (3) references from different sources. The references should describe the projects with enough

detail to allow the evaluation committee to easily determine whether the work is similar to what is being requested in this RFP, and whether the organization is a federal or state governmental entity, a private corporation, or a non-profit in terms of its nature, size, and mission. Reference information shall include firm name, contact name, telephone number, position, and a description of the work performed. The evaluation committee may, but is not required to, contact the references.

- D. Firm Experience (Limit this part to no more than five (5) pages.) List the projects which best illustrate the experience of the firm and current staff to be assigned to the project (list no more than 10 projects, and no projects which were completed more than 10 years ago).
- E. Scope of Work (Project Work Plan): (Limit this part to no more than five (5) pages.) This part must include a preliminary work plan narrative which describes the Respondent's concept of the work activities (primary tasks) that must occur, responsibilities of the Respondent and the deliverables that will be produced in each phase as specified in this RFP. The following items must be included:
1. A description of the approach to be used in meeting the scope of work. Also, provide the firm's approach to cost estimating, scheduling, and quality control.
 2. Any assumptions or constraints considered by the Respondent in developing the work plan.
 3. Explanation of how the Respondent will make use of subcontractors, if any, to accomplish the requirements of the contract. Additionally, define the work that will be self-performed by the Contractor.
 4. Milestone chart/timeline showing start-up activities, including such steps as staff hiring, equipment purchases, and readiness and availability of staff.

Upgrade Requests

5. Standardized products are used within the program and are reimbursed by contract funds. Homeowners request upgrades and upgrades are, within limits, offered and allowed under the current program design. REBUILD has an Upgrade Policy which is incorporated herein by reference and is a part of any contract entered into as a result of this RFP.
- F. Qualifications of Personnel: (Limit this part to no more than ten (10) pages.) This section must name all personnel who will administer or perform the services to be provided by the Respondent. At a minimum, the proposal shall include the following information:
1. Within each area in the proposal, the personnel who will staff, direct, and manage that portion of the scope of work, and the extent of each person's involvement. All personnel who will be involved with the project must be identified by name, expertise, level of involvement, amount of time each individual will spend on the project, and the relationship between that person and the Respondent (i.e., employee, independent Contractor, etc.). A complete, up-to-date resume must be provided for all professional staff involved in the project.
 2. Any partner or subcontractor whose expertise is required to carry out the tasks in Respondent's proposal must provide documentation of its commitment to carry out the defined tasks. Ideally, the Respondent will provide firm, legally binding commitments from each subcontractor or partner as a part of the proposal, contingent only upon Respondent's proposal being selected for award. Only those entities for which the Respondent provides a clear, firm, legally binding written commitment of time, support, and acceptance of defined responsibilities as part of the proposal will be considered as "personnel" for purposes of the Respondent's proposal.
- G. Budget: The cost-efficiency of each proposal will be taken into account in the scoring of the budget/price category. A detailed cost analysis is required to support the proposal. The budget proposal should reflect the cost for the proposed production volume (15 homes per week), formatted as a yearly budget.

The proposal must break out the total budget into the following line-item categories:

- 1 Construction Manager Fee (lump sum per Single Family House)
 2. The scope of services to be self-performed by the Construction Manager. Indicate maximum markup allowed for overhead / profit for each division.
 3. The scope of services to be performed by subcontractors or other third parties hired by the Respondent must be included in the proposal and summarized on a separate budget summary sheet. Indicate maximum markup allowed for overhead / profit for each division.
 4. Bidding Exercise: Complete Appendix A Scope of Work Pricing Worksheet to indicate your experience and understanding of this type of work (Pages 22 through 27).
- I. Certification of Drug-Free Workplace: Any Respondent which operates a drug-free workplace within the meaning of Section 287.087, Florida Statutes, whose proposal is awarded a score equal to any other Respondent's score, shall be accorded preference over any other Respondent with the same score. As a condition to such preference, the Respondent must certify compliance by submitting a properly completed Certification of Drug-Free Workplace form. Failure to provide the information as directed shall result in the Respondent receiving no consideration for this element of the evaluation criteria; refer to Evaluation Criteria section of this document. (See Appendix B)
- J. Other Required Forms: Respondents are required to complete the following forms and submit with their proposal. Failure to complete the forms and submit with the proposal may result in loss of points in the evaluation or disqualification of the proposal.
- Appendix C: Statement of No Involvement
 - Appendix D: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Appendix E: Certification Regarding Lobbying
 - Appendix F: Purchasing/Procurement Understanding

EVALUATION CRITERIA

1. General:

A. All proposals properly submitted and responsive will be evaluated by REBUILD. REBUILD reserves the right, however, to reject any or all proposals received and seek a rebid or cancel this RFP, or any part dealing with a specific project identified in the Scope of Work, according to the best interests of REBUILD and/or its funding partners. REBUILD reserves the right to make a final selection without further discussion of the responses submitted.

B. Proposals will be considered non-responsive and will not be evaluated if they:

1. **fail to include a transmittal letter with the original signature of an individual authorized to bind the Proposer;**
2. **are not in conformance with the requirements and instructions contained herein;**
3. **have improper or undated signatures;**
4. **fail to utilize or complete prescribed forms;**
5. **are conditional proposals;**
6. **are not received on or before the closing deadline; or**
7. **propose a project that cannot be completed within the contract period, will require additional funding to implement, or cannot be implemented upon completion for any reason.**

WHETHER A PROPOSAL IS NON-RESPONSIVE SHALL BE DETERMINED BASED UPON THE DOCUMENTS SUBMITTED WITH THE PROPOSAL. A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.

C. Vendors will be considered DISQUALIFIED under the following conditions:

1. **Convicted Vendors** – A person or affiliate placed on the State of Florida’s convicted vendor list following a conviction for a public entity crime is prohibited from being awarded or performing work as a Contractor, supplier, subcontractor, or consultant for a period of 36 months from the date of being placed on the list.
2. **Discriminatory Vendors** – An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not be awarded or perform work as a Contractor, supplier, sub-Contractor, or consultant.
3. Respondents who are currently under suspension or debarment by the State or any other governmental authority.
4. Respondents, its affiliates, subsidiaries, directors, officers, or employees who are currently under investigation by a governmental authority or have in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

D. REBUILD may waive minor irregularities in the proposals received if they are merely a matter of form and not substance. Variations which are not minor shall not be waived. REBUILD solely shall make the determination of what is a minor irregularity; shall apply any such determination(s) consistently; and REBUILD’s determination(s) shall be final.

- E. Clarifications/Revisions: Before award, REBUILD reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
2. Evaluation Process: An Evaluation Committee will be established by REBUILD to review and evaluate each proposal submitted in response to the RFP. The Evaluation Committee shall be comprised of a minimum of three (3) persons with background, experience, and/or professional credentials in related or relevant service areas.
3. Criteria for Evaluation: Proposals will be evaluated and graded in accordance with the criteria detailed below.
- Proposal (100 points)
- The following point system is established for scoring the proposals.
- | | |
|-----------------------------------|-------------|
| References | 0-10 points |
| Firm Experience | 0-20 Points |
| Scope of Work (Project Work Plan) | 0-20 points |
| Qualifications of Personnel | 0-20 points |
| Budget | 0-20 points |
| Financial | 0-10 points |
4. Oral and/or Field Presentations: Where there is more than one response to the RFP, REBUILD has the right to short-list those Respondents which are in the competitive range to make oral and/or field presentations. If REBUILD exercises this right, the short-list will be posted within 24 hours after it has been determined. Respondents requested to provide presentations will be separately notified.

EVALUATION WORKSHEET

Proposal #: _____

Total Points Awarded: _____

Proposer Name: _____

Proposals will be awarded up to 100 points based upon the completeness and quality of the proposal, as well as Proposer's familiarity and experience with, and ability to perform, the proposed services in accordance with the goals and objectives of the program.

<u>Criteria</u>	<u>Maximum Points</u>
Response Section:	
A. References	10
<ul style="list-style-type: none"> • Limited to three (3) pages • Three (3) written references • Detailed description of each referenced project • Structure of each referenced organization, i.e., a private corporation, non-profit, etc. • Referenced firm's name and contact person's name, telephone number, and position 	
B. Firm Experience.....	20
<ul style="list-style-type: none"> • Provide last three years' Profit and Loss. • Provide corporate balance sheet. • Provide proof of sufficient financial ability to fund projects. 	
C. Scope of Work (Project Work Plan).....	20
<ul style="list-style-type: none"> • Limited to ten (10) pages • Statement of Approach • Similar Past Operations • Description of Work Activities, Responsibilities, Staffing Levels • Communications and Reporting • Milestone Chart/Timeline for activities and production goals • Milestone Chart/Timeline for start-up activities • Capacity Demonstration 	
D. Qualifications of Personnel.....	20
<ul style="list-style-type: none"> • Limited to ten (10) pages • Quality of Project Management • Adequacy of Staffing Levels • Capacity of Proposer to Accomplish Project • Prior Experience of Staff for this Project • Level of Involvement by Individuals in this Proposal 	
E. Budget	20
<ul style="list-style-type: none"> • Limited to five (5) pages • Personnel, Salaries and Wages, Fringe Benefits including FICA, Worker's Compensation, Unemployment Insurance, and Health/Life Insurance, if applicable • Other Direct Costs, including such items as travel to conduct the project, total costs for equipment, and other costs necessary to complete the project; • Subcontractor Costs • Activity breakout – Bidding Exercise • All budget amounts reflect a one year period with a weekly production volume of 25 – 50 homes 	
F. Financial.....	10

- Provide last three years' Profit and Loss.
- Provide corporate balance sheet.
- Provide proof of sufficient financial ability to fund projects.

Drug-Free Workplace Certification (see APPENDIX B)

(Zero point value; may be used for tiebreaker only. Any Respondent which operates a drug-free workplace within the meaning of Section 287.087, Florida Statutes, whose proposal is awarded a score equal to any other score, shall be accorded preference over any other Respondent with the same score. As a condition to such preference, the Respondent must certify compliance by properly completing and submitting the attached Certification of Drug-Free Workplace.)

Maximum Total Points Possible: 100

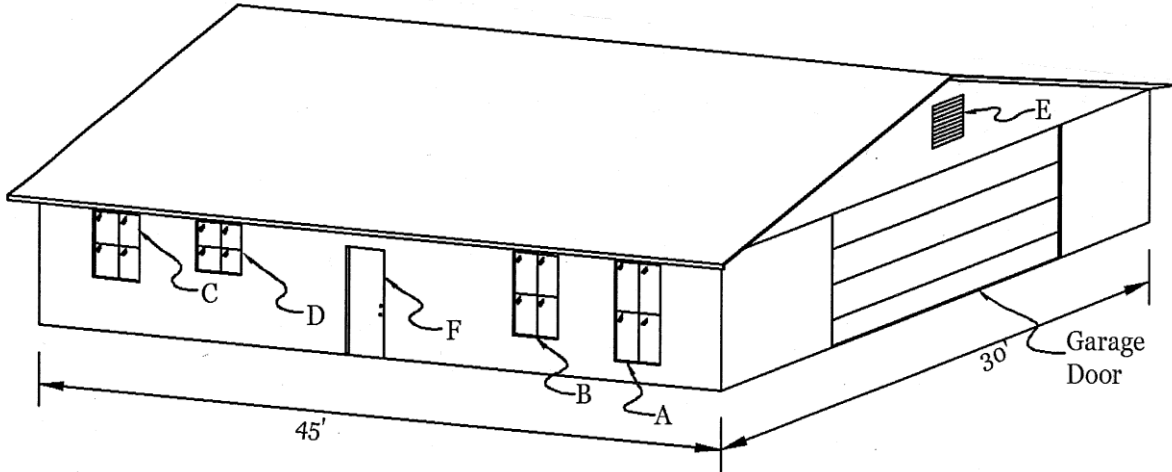
APPENDIX A

BIDDING EXERCISE

Please complete the Bidding exercise found on the following pages.

The following scope of work has been recommended for the home pictured below.

- Roof to Wall Connections
- Roof Deck Attachment
- Exterior Door Replacement
- Garage Door Replacement
- Gable End Bracing
- Shutters



Assumptions:

- Home is wood frame with brick façade
- Single Story
- Home has 2 Gable Ends
- 45' Front soffit wall and 45' rear soffit wall
- The house has a 1,350 sq.ft. footprint
- Soffits are 2' feet wide
- Soffit material is 3/8" AC plywood
- Trusses are 24" on center
- Roof Pitch is 5/12
- Existing Garage Door is 16'X7'

Although each scope of work item has its own associated cost, all wind mitigation requirements for a single structure are awarded together and considered a single "project". Reviewers will evaluate this exercise on both the cost of each individual scope of work item and the total project cost.

Scope of Work Pricing Worksheet

1. Roof to Wall Connections/Strapping -

Assumptions:

- Home is wood frame with brick façade
- Single Story
- Home has 2 Gable Ends
- 45' Front soffit wall and 45' rear soffit wall
- Soffits are 2' feet wide
- Soffit material is 3/8" AC plywood
- Trusses are presently toe nailed
- Trusses are 24" on center

Project Specifications:

- Install (2) H2.5A's at each truss end to top plate
- Existing soffit can be removed and reinstalled

Total Strapping (Labor & Materials) Bid: \$ _____

Would the presence of lead based paint impact the above price? If so, please detail how and by how much:

2. Roof Deck Attachment -

Assumptions:

- The house has a 1,350 sq.ft. footprint
- There is blown insulation present in the attic
- Roof Pitch is 5/12
- Trusses are 24" on center

Project Specifications:

- Adhesive spray (FL Approval #11926 or equivalent)
- 3" spray on both sides of each truss/roof deck connection
- 1/2" spray along all plywood sheathing joints

Total Roof Deck Attachment (Labor & Materials) Bid: \$ _____

3. Exterior Door Replacement -

Assumptions:

- Existing door unit is 3068
- Interior door casing will be reinstalled
- A new door unit (6'8" opaque steel door) will be provided, please bid installation price ONLY

Project Specifications:

- Remove existing door unit and install a new 3068
- Remove existing brick molding from exterior wall

Total Exterior Door (Labor ONLY) Bid: \$ _____

Would the presence of lead based paint impact the above price? If so, please detail how and by how much:

Would the presence of a screen/storm door impact the above price? If so, please detail how and by how much:

4. Garage Door Replacement -

Assumptions:

- Existing Garage Door is 16'X7'
- Spring Pad can be reused
- 2X4 goal posts can be reused

Project Specifications:

- Remove existing garage door and install new garage door
- New HR Garage Door (FL Approval #8248.7 or equivalent)

Total Garage Door (Labor & Materials) Bid: \$ _____

If the existing garage door opener must be replaced, please identify any additional costs. \$ _____

Please describe methods for disposal of the salvaged garage door and identify potential charges or credits.

5. Gable End Bracing - Please see attached drawings (sheets 1 of 2 and 2 of 2) for Gable End Bracing Specifications.

Bid for Gable End Bracing for gables 36" to 80" in height: \$ _____

Bid for Gable End Bracing for gables 81" to 140" in height: \$ _____

6. Opening Protection/Shutters

Assumptions:

- Home has brick veneer walls
- Minimum to no build out or fur out
- Home is single story
- Horizontal install for windows
- Vertical install for doors

Project Specifications:

- Install 24 gauge, galvanized-steel, corrugated storm panels (FL Approval #13583.1 or equivalent) for the following openings:

A. 3060 window (Labor & Materials)	\$ _____
B. 3050 window (Labor & Materials)	\$ _____
C. 3040 window (Labor & Materials)	\$ _____
D. 3030 window (Labor & Materials)	\$ _____
E. 34"X30" Gable Vent (Labor & Materials)	\$ _____
F. 3068 Exterior Door (Labor & Materials)	\$ _____
Total Shutter (Labor & Materials) Bid: \$ _____	

Looking at the pictures below, please answer the following questions for each picture:

1. Are there any situations that would cause a difference in the above listed prices?
2. If yes, what is that situation and what would the cost difference be?



1. _____

2. _____



1. _____

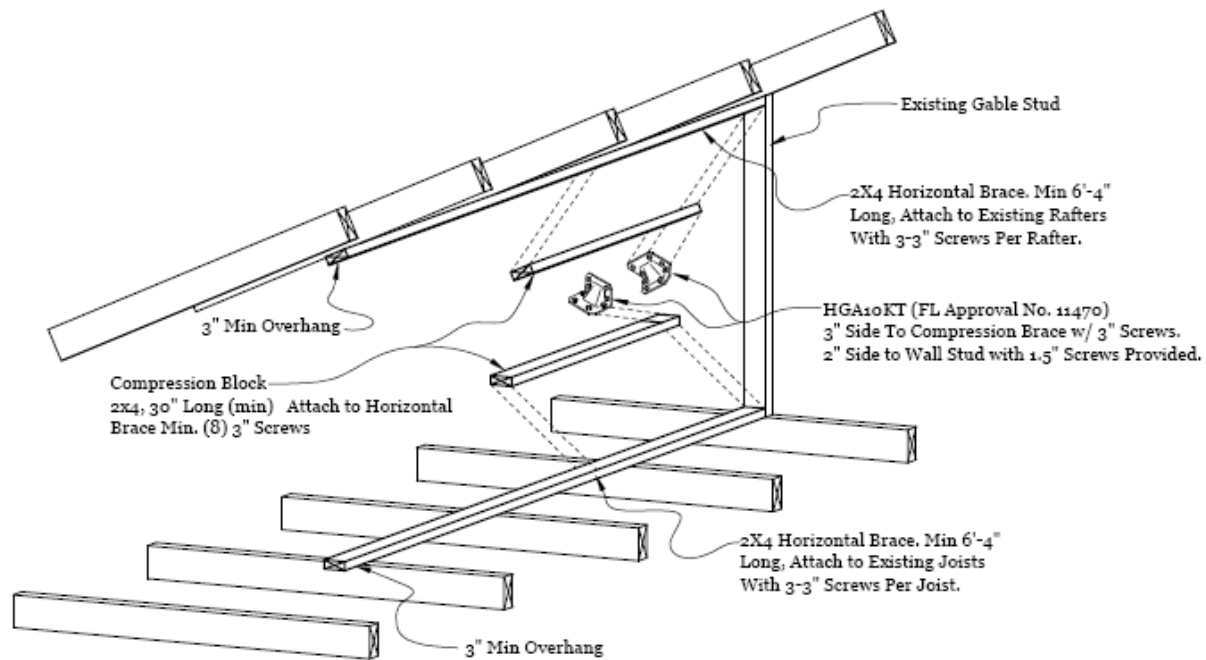
2. _____



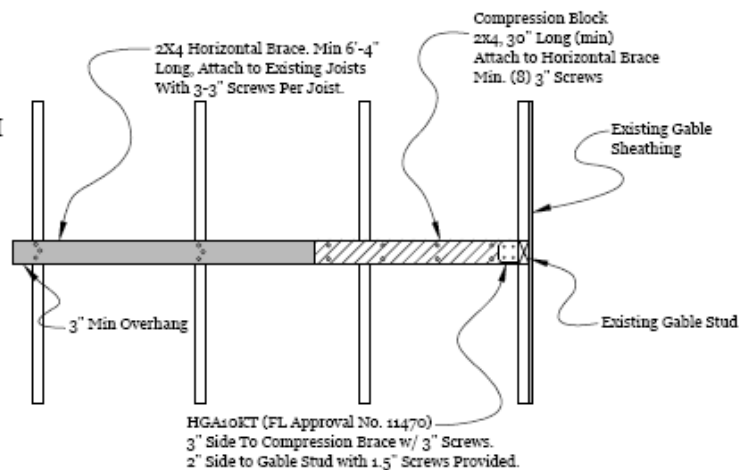
c.

1.

2.



Per our inspection, the gable ends will need to be retrofitted with braces (tension and compression) to provide resistance to 130 miles per hour wind speed (ASCE &-05) with 3 second gusts, for Building Category II Exposure C. The number of braces varies per the height of the gable. A minimum of (4) braces per gable shall be installed (Refer to Sheet 2 of 2: Gable End Bracing) to determine the number of braces.



PLAN VIEW

All Fasteners and Components Installed Per Manufacturer's Specifications Unless Otherwise Stated Herein.

Not Valid Without Engineer's Stamp or Seal and Signature and Date.



**REBUILD
Northwest
Florida**

150 West Maxwell Street: Pensacola, Florida 32501
Phone: (850) 497-7024: Fax: (850) 497-7967
www.rebuildnwf.org

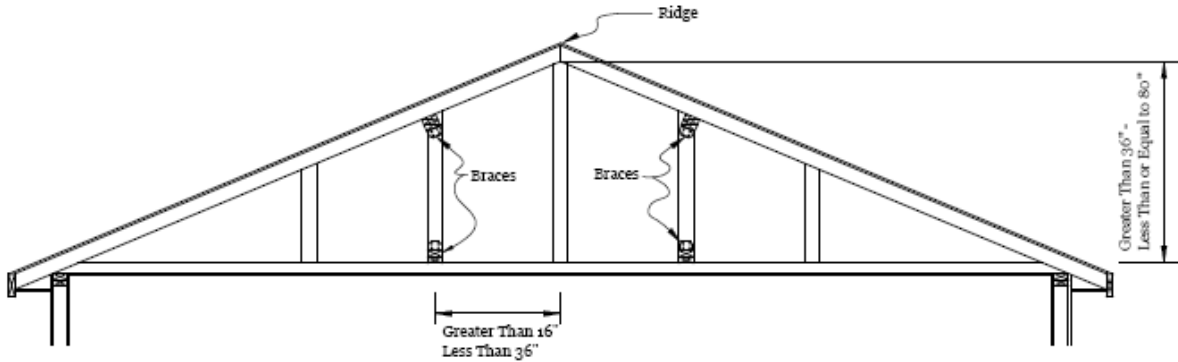
Gable End Bracing

Standard:
130 mph wind speed
ASCE 7-05: 3 second gusts
Category II, Exposure C

Property Address:

Version 1.0

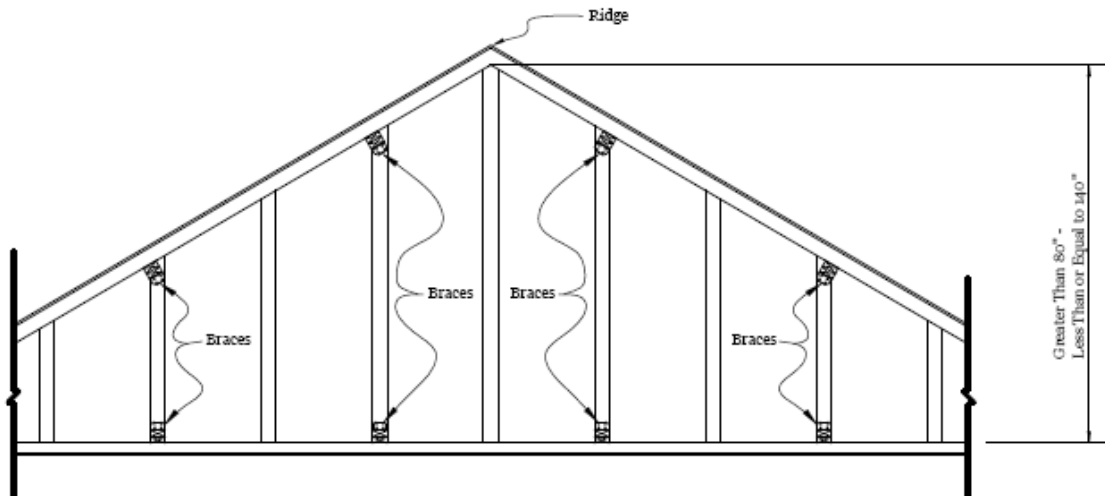
Sheet 1 of 2



Short Gable End

Note:

1. Gable Ends Must Have A Solid Sheathing. Sheathing May Be Plywood, Concrete Board, Brick, Block, Or Any Other Hard Surface. Vinyl Siding Over Studs Is Not Acceptable.
2. Gable Ends (Gable Stud Height) Less Than 36" Do Not Require Bracing.
3. Gable Ends (Gable Stud Height) Greater Than 144" In Height Require Different Engineering.



Tall Gable End

All Fasteners and Components Installed Per Manufacturer's Specifications Unless Otherwise Stated Herein.

Not Valid Without Engineer's Stamp or Seal and Signature and Date.



**REBUILD
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Florida**

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www.rebuildnwf.org

Gable End Bracing

Standard:
130 mph wind speed
ASCE 7-05: 3 second gusts
Category II, Exposure C

Property Address:

Version 1.0

Sheet 2 of 2

APPENDIX B

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Whenever there are tie bids from the scoring, the business that has a drug-free workplace program will be given preference in the following manner: If two or more proposals are received from Respondents which are equal with respect to price, quality, and service, the proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- I-1 Publish a statement which notifies employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and which states the actions that will be taken against employees for violations of such prohibition.

- I-2 Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

- I-3 Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

- I-4 In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

- I-5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

- I-6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RESPONDENT'S SIGNATURE

DATE

APPENDIX C

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of
_____, certify that no member of this firm

or any person having interest in this firm has:

1. Been awarded a contract by REBUILD on a non-competitive basis to perform a feasibility study, or other type of study, concerning the scope of work contained in this RFP, or
2. Participated in drafting this RFP, or
3. Developed a program for future implementation

with specific subject matter contained in this RFP.

Type Name of Authorized Official:

TITLE: _____

Signature of authorized Official: _____

Date: _____

APPENDIX D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions:

1. The prospective Contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the Recipient's Contractor is unable to certify to the above statement, the prospective Contractor shall attach an explanation to this form.

Contractor

Recipient's Name

By:

Signature

Name and Title

Street Address

City, State, Zip

Date

APPENDIX E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor

By:

Signature

Name and Title

Street Address

Date

City, State, Zip

APPENDIX F

PURCHASING/PROCUREMENT UNDERSTANDING

By submission of this document, the Contractor understands that to the greatest extent possible, procurement procedures will be make every effort to comply with 2 CFR 215.44(b), which states:

b) Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

As the person authorized to sign the statement, I certify that this firm understands and will utilize the above guidance to the best of its ability.

CONTRACTOR'S SIGNATURE

DATE